

~~FOR THE YEAR~~

THE

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FRIDAY, NOVEMBER 20, 1801.

INTERNAL ECONOMY OF DRURY-LANE THEATRE:

(Continued from page 198.)

THE LORD CHANCELLOR said, the experience he had had, relative to the proceedings of that Court concerning this species of property, served fully to convince him that the Court could not, from the very nature of its proceedings, do that ample justice to all Parties interested, which equity required. The interest of the Parties would be best served, and most surely benefited, by an agreement amongst themselves. It appeared by the Order of Court, that the Trustees had the liberty granted them of making application for the appointment of a Receiver. It did not, however, follow from thence that a Receiver was to be appointed. The Motion that was now made, was to appoint a person to receive nightly the whole of the Pit-money, and to pay it every night into the Banking-house of Mr. Hammers-

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ley. He could not avoid saying, that Mr. Thomas Hammersley stood in a variety of characters, highly inconsistent with each other; as the Banker and a Creditor of the Theatre, his interest stood opposed to his duty, as a Trustee; and as a Trustee, he was called upon to act contrary to his own private interest. He did not mean the least imputation upon the character of Mr. Thomas Hammersley; but sitting there as a Judge, he was bound to consider, not what Mr. Hammersley *would* do, but what he *might* do. As to the assertion of Mr. Sheridan, that the latter had not consented to the order as it now stood, he was bound to consider the order as having been made with Mr. Sheridan's consent, as it appeared so on the face of it, and it was difficult to get rid of an order made by consent, unless by the consent of those who had originally agreed to the Order. He was clearly of opinion that Mr. Sheridan had given his consent to the Order, having signed the draft of it, which he was perfectly competent to understand. As to the interest of Mr. Grubb and Mr. Richardson, he was of opinion they appeared to have such an interest in the Theatre, as to entitle them to be heard. He was sitting there to take care of the interest of all Parties interested in the event of the proceedings, whether Parties or not; and no one would think it necessary that every Performer, or other persons connected with the Theatre, was to be made a Party to these proceedings. That Court must either declare its utter inability to do justice between the Parties, or compel those absent to accede to what those present had consented to. That Court could not compliment any man, and he was to consider, not what Mr. T. Hammersley or Mr. Sheridan, or any other person, *would* do, but what they *might* do; and he was to consider more particularly upon this Motion, what Mr. T. Hammersley *might* do with the money which it was the object of the Motion to place in his hands. Yet

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he could not decide upon this Motion on any other grounds than those which were legally before him; and the only fact which he could collect from the Affidavits before him was, that if the whole of the Pit-money was accumulated, the Performers could not be paid.

Mr. MANSFIELD here interrupted his Lordship to observe, that the application was not confined to the Pit-money, but intended to apply the whole profits of the Theatre, according to the direction of the Court.

The LORD CHANCELLOR said, Mr. Mansfield's opening had been confined to the Pit-money. His Lordship proceeded. It thus appeared, he said, that if the orders of the Court were acted upon, the Concern would be ruined. It was impossible, therefore, that the Court would support orders which must inevitably produce such injurious consequences, and even if in their consequences they only endangered the interests of the Theatre, the Court would discharge such orders, rather than run the risk of injuring that Concern, and those interests, which it was the object of the Court to uphold and sustain. Added to this, the orders appeared contrary to those Trusts which must be carried into execution. In the last deed of 1798, there did not appear that provision for the payment of the performers which existed in the deed of 1793. But that the Performers had a moral and equitable right to be paid, must be evident to every man:—nothing could be more clear than that provision ought to be made for the constant payment of the wages and salaries of the Gentlemen employed as Actors. If the Receipts were to be applied, under the direction of the Court, they must necessarily be applied, in the first instance, to the payment of the Performers, and the other out-goings of the Theatre, then the Renters and the Rent, which might be said to be a paramount claim. This Concern was in the nature of a Speculation. It was the interest of

every body concerned to keep the Theatre open every night, and how could it be kept open unless the best Performers were employed? The Renters stood, as it were, between the Proprietors and the Performers; they were to have a certain share of the profits: if there was no profit, they could have nothing; but how could there be a profit without Performers? and how could there be Performers unless those Performers were paid? By the deed of 1793, the Trustees had a right to turn out the Managers, and take possession of the Theatre, if the Treasurer did not pay them 40l. per night, for the use of the Renters; but it was clear they could not have this right, if the Treasurer of the Theatre could prove, that, after paying the Performers, and the other out-goings of the Theatre, there did not remain the sum of 40l. because the Renters could only take, after the Performers, the Rent, and other out-goings had been paid. It was to be observed, that this application was not confined to the Pit-money, but extended itself to all the money of the Theatre. But even supposing for a moment it was confined to the Pit-money, how was he to know from any documents before him, that, taking away the Pit-money, there would be enough left out of the produce of the Boxes and Galleries to pay the Performers and other out-goings? And how could he tell, sitting there as a Judge, that the profits of the other parts of the Theatre were such as to authorize him to set apart either the Pit-money or Box-money, or the money taken in any one part of the House, for any peculiar purpose distinct from the general purposes of the Theatre? It appeared to him that the orders could not stand, unless there was an entirely new arrangement. If a Receiver was appointed by the Court, he must be appointed with powers and limitations wholly different from the usual mode of appointing Receivers. He must pay, in the first instance, the Performers and other out-goings, then the Renters, and

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the surplus to the Proprietors. He was convinced, however, if no arrangement could be effected by the Parties, that Court would find it extremely difficult to make one. He was convinced also, it would be much better if the Parties could agree in appointing a Receiver, or Treasurer, than if the Court took up the business itself. It was his wish the Parties should take that into their consideration, and inform him, in the course of a few days, whether they had been able to come to any satisfactory arrangement. If they could not, then he must do that which the justice of the case required, and which would conduce most for the benefit of all Parties concerned. He was, however, perfectly convinced, that it was infinitely more in the power of the Patties themselves to do that justice which the case required, than of the Court. He therefore wished the Motion to stand over till that day se'nnight, to see whether the Parties could make any sufficient arrangement, if not the Court must.

The ultimate decision of the Court was therefore postponed till next Wednesday.

Wednesday, Nov. 18.

This day came on the further hearing relative to the above concern.

The SOLICITOR GENERAL said, the Parties had not yet come to any agreement, having only communicated upon the subject last night. He therefore wished for a further delay of a few days.

The LORD CHANCELLOR said, he had considered the subject with much attention, but he thought that the Parties, by agreement with each other, could do the best justice for themselves.

Mr. SHERIDAN, addressing the LORD CHANCELLOR said, he was very sure the business could not be settled without the interference of his Lordship, as there appeared to be

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no authority under which the Parties could act. He had received a letter, he said, from Mr. Hammersley, stating that he was ready to agree to any fair proposition made by him (Mr. Sheridan) and on the preceding evening he had received a communication from Mr. Ford, containing a proposal; he therefore did not know how to act amidst this disagreement in the conduct of the Trustees.

The **LORD CHANCELLOR** said, Mr. Ford and Mr. Hammersley might join in any proposal, subject to the approbation of the Court.

Mr. **MANSFIELD** said, that Mr. Hammersley was perfectly ready to come to any agreement with the other Parties.

Mr. **SHERIDAN** said, he did not mean to throw any imputation upon Mr. Hammersley; he had merely stated a fact, but he thought the Theatre could not go on without the interference of his Lordship. He was of course much better acquainted with the concerns of the Theatre, and more able to give information relative to it, than the Counsel. Mr. **MANSFIELD** had on a former day made use of the expression, "If the Proprietors did not mean to cheat their Creditors,—“ he wished, for the purpose of answering this insinuation, to lay all the information which he possessed upon the subject, before his Lordship, that it might be seen by what means the Theatre had come into its present situation. He wished to give his Lordship all that information upon the subject, which had hitherto only come before the Court in scraps and shreds, and in a very disjointed and mutilated condition. This was his only motive for troubling the Court: at the same time, one Trustee having called upon him for a Proposal, and the other having made a Proposal, he was at a loss how to act.

Mr. **MANSFIELD** said, if he knew any thing of the rule of Proceedings in that Court, it was that all information should

should come before the Court by Affidavit, and not by assertion. The merits of this Case had been already discussed, but if any person could state any new information, let him state it by affidavit and not by assertion. He had in that case no objection to delay. With respect to the insinuation which he was charged by Mr. Sheridan with having used, he was bound to state what was given to him by his Clients; he had spoken according to their instructions, and not from himself.

Mr. SHERIDAN said, he did not suppose the Learned Gentleman meant personally to throw any imputation upon him. The Learned Gentleman had said, that whatever information was stated should be given upon Affidavit; he had made an Affidavit, against which nothing but assertions were made on the other side, which assertions were, he said, absolute falsehoods.

Mr. MANSFIELD said, he hoped those assertions, which he had been instructed to make, were untrue.

The LORD CHANCELLOR said, the Court could act only on the grounds which were legally before it: he could only found his judgment upon such information as was contained in the Affidavits of the Parties. He had before stated, that this question was merely between Mr. Sheridan and the Bankers, and he thought, Mr. Sheridan was bound by the orders of the Court, to which he had consented. It was for the consideration of the Court, how far, upon the whole equitable grounds of the case, the Parties were to be released from the effect of those Orders. If any of the Parties wished to be heard, he would very patiently hear them; but he could only decide according to what appeared upon the Records of the Court. He had no mode of withholding the judgment of the Court, unless the Parties brought before him other matters, upon which he could regularly decide. If any person could make a Motion which

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should effect the merits of the case, or if any near view of the subject could be taken and argued upon, he had no objection to re-hear the arguments on both sides.

Mr. MANSFIELD said, his Clients were perfectly satisfied without any re-hearing.

The LORD CHANCELLOR said, Mr. Ford and Sheridan might make an arrangement satisfactory to all Parties, to which Mr. Hammersley might consent, the whole, of course, to be subject to the approbation of the Court.

Mr. MANSFIELD said, if a proposal was made to Mr. Hammersley, which he adopted, it would be the same thing as if Mr. Hammersley had made one himself.

Mr. SHERIDAN said, his objection was, that neither Mr. Ford nor Mr. Hammersley were authorised to make any proposal.

The LORD CHANCELLOR said, he did not mean that either one side or the other should specifically make any proposal, but that the Parties should meet, and then come to an agreement, and submit it to his approbation. If what was thus agreed upon, appeared to him equitable and proper, he would approve of it; but if it appeared to him to be inconsistent with that justice which was due to all the Parties who were in any manner interested in the concerns of the Theatre, he would certainly not approve of it, although it might be perfectly satisfactory to the Parties actually making such an agreement.

Mr. SHERIDAN rose again to address the Court.

The LORD CHANCELLOR said, he thought this conversation was endless, and answered no purpose.

Mr. SHERIDAN said, his Lordship had observed, that a view might be taken of the subject: he only wished to give his Lordship some information relative to the concern which was now implicated in the Proceedings of the Court.

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The **LORD CHANCELLOR** said, it was impossible to have all the Parties interested in this concern before the Court. The Court must either give up its jurisdiction altogether in this case, or do justice to all the Parties interested, whether they were before the Court or not.

Mr. SHERIDAN said, he was sure his Lordship, in that view of the subject, would wish for every information that could be obtained relative to the subject.

The **LORD CHANCELLOR** said, if the Parties before the Court would put their Proposals upon paper, and submit them to him, he would say how far he could consent to them, consistently with the interests of all the Parties interested.

Mr. PROCT said, that Mr. Sheridan had, in strict conformity with the Orders of the Court, sent the whole Pitt-money to the shop of Mr. Hammersley, which could not fail to involve the Theatre in extreme difficulty, and might render it nearly impossible for it to go on. He had, therefore, ventured to tell Mr. Sheridan that he need not send to Mr. Hammersley any more than the 45l. appropriated for the payment of the Renters.

The **SOLICITOR GENERAL** said, he could not help hoping that Mr. Sheridan would take a day or two to consider these proposals, though there could be no doubt that Mr. Sheridan felt an extreme inconvenience from the operation of the Orders of the Court.

The **LORD CHANCELLOR** said, he wished that the Parties could meet and endeavour to come to some agreement upon the subject. If they agreed, he would then see how far he could consent to that agreement. If they disagreed, he must then decide as well as he could, for the benefit of all Parties interested. If, however, they could not agree, he had no objection to their handing their separate Proposals to him.

It was agreed, with the consent of the LORD CHANCELLOR, to postpone the further consideration of the subject till Tuesday.

As the Court has not yet delivered its ultimate decision on this momentuous question, we shall adhere to the system of silence and forbearance, with respect to the merits of the case, which we adopted, as our rule of regulation and conduct, in the former number of this work. We cannot, however, in justice to Mr. SHERIDAN, whose character, throughout the whole of this important discussion, appears to be generally misunderstood, and greatly misrepresented (whether through ignorance, or design, we presume not to determine) refrain from observing, that, prior to the re-building of the Theatre (which from the great excess of the *charge* above the *estimate*, has involved the firm in disputes almost inextricable, and may be said to have paved the way to all the litigations and embarrassments which have ensued) no institution, of so complicated and extensive a nature, embracing such a variety of claims, and of interests, could possibly be carried on with greater regularity and exactness. So far from running into debt, and accumulating demands, the payments of the Theatre, under Mr. SHERIDAN's government, were made with such scrupulous punctuality, that instead of Performers having to complain of *arrears*, the only difficulty was to oblige them to be *instant* and regular in applying for their *weekly salaries*. It is an absolute fact, within the recollection, no doubt, of the major-part of the Company, that *Public Notices* were wont to be posted up in the *Green Room*, subjecting the Performers to a Fine, if they neglected to apply for Payment of their Salaries, on the last day of each week, and expressly stating, that the Treasury would not be accountable for *after demands*.

On this plan and principle were all the concerns of the Theatre managed, till it was deemed necessary, to pull down the old and erect a larger edifice. In consequence of certain deviations and improvements on the original design, the contract, entered into between the Proprietors and the Architect (*Mr. Holland.*) was no longer binding on the latter. Hence accrued an almost incredible excess, beyond the estimate, which rendered it necessary to provide the means of disbursement by an additional rent-charge. This may, justly, be considered as the primary cause and origin of the evil—The Theatre now became saddled with a preponderating weight of debts which, of itself, was almost too much for any institution to bear against; but which proved doubly harassing and distressing, by paving the way to an endless series of expensive litigation, that not merely consumed all the *surplus-product*, but literally preyed on the very vitals of the establishment. The average of the Receipts was no longer adequate to the dead-weight of accumulating debt, leaving no Provision for the Payment of the Salaries, the expence of lighting the house, with the rest of the nightly contingencies. Thus circumstanced, one difficulty naturally begets another, till the expence of law-suits, in the course of the season, exceed considerably, the collective amount of the salaries of the Performers. To support such heavy and continued drags upon the treasury, was utterly impracticable. Loans were necessarily negotiated, at momentous loss, and ruinous expedients were adopted to remove present and immediate difficulties, which, in the event, only still further aggravated the evil—only added to the difficulties and embarrassments, against which the Theatre had to struggle.

The obloquy of all these difficulties has been most unmeritedly thrown upon *Mr. Sheridan*. The necessary result of a system of encroachment and extortion, on the

part of the Creditors of the Theatre, has been, most unjustly converted into a charge of *Peculation* against the Proprietors—and the very individual, whose frankness of character has led him to consult every other person's interest and convenience, in preference to his own, has been mis-represented, as invading the rights and claims of others, to enrich and gratify himself. To give colour and plausibility to this charge, reports the most absurd and contradictory have been invented by malice, propagated by cunning, and eagerly swallowed by credulity. But the transactions, which have recently been detailed, in the course of the proceedings now before the Court of Equity, must necessarily expose the fallacy and vileness of these accumulated slanders, and refer, in the ultimate event, the blame to its true and legitimate cause. In the mean time, till the Court shall deliver its final opinion, we conceive it our duty to keep, as much as possible, on the reserve, and not to enter on so comprehensive an Exposition of certain facts, and *data*, as we might otherwise might feel inclined to do.

THEATRICAL RETROSPECT.

DRURY-LANE.

1801.

NOVEMBER.

Friday, 13. The Will, J. Reynolds.—Lodoiska, J. P. Kemble.

*Saturday, 14. Jane Shore, N. Rowe.—The Children in the Wood,
Morton.*

*Monday, 16. Richard the Third, Shakspeare.—The Son-in-Law,
O'Keefe.*

*Tuesday, 17. The School for Scandal, R. B. Sheridan—The
Shipwreck, S. Arnold.*

Wednesday,

Wednesday, 18. *Pizarro*, R. B. Sheridan.—*The Apprentice*, A. Murphy.

Thursday, 19. *The Duenna*, R. B. Sheridan.—*The Citizen*, A. Murphy.

The proceedings, which have been instituted in the Court of Chancery, relative to the applications of the Receipts of Drury-Lane Theatre, though not yet finally adjusted, have already produced this beneficial effect, to rally the several *Seceders* back to their standard, and to recall them to the discharge of their duty. On Monday, the 16th: Mr. Kemble, who still retains the Management (of which the Newspapers had most generously dispossessed him) reappeared in arms, and dared his rival, COOKE to the fierce encounter in *Bosworth-field*. His performance of the character was distinguished by a greater display of energy and spirit, than we have ever before witnessed, *Richard*, was, indeed, “ *Himself again!* ”

Miss Biggs, and Mrs. Powell severally appeared, as substitutes for Mrs. Siddons (who is announced for speedy forth-coming) the former in the part of *Jane Shore*, in the Tragedy of that name—the other, as *Elvira*, in *Pizarro*. Mrs. Powell’s dress, in the latter character, was remarkably elegant, and worthy of her acknowledged taste.

But the principal new arrangement, which may be supposed to connect itself with the proceedings, for re-establishing the credit of Drury-Lane, is the engagement of Mr. Quick, who made his first *regular* appearance at this Theatre, on Thursday last, in the character of *Isaac Mendoza*, in the *Duenna*, of which he was the original Representative, on the first production of this admirable Opera, in the year 1775—Particulars, as well of Mr. Quick’s performance, as of the *cast* of the Opera, in general, in our next.

COVENT-GARDEN.

COVENT-GARDEN.

1801

NOVEMBER.

Friday, 13. The Duenna, R. B. Sheridan—Two Strings to your Bow, H. Fielding.

Saturday, 14. Folly, as it Flies, Reynolds—The Review, G. Colman.

Monday, 16. Richard the Third, Shakspere.—Perouse.

Tuesday, 17. The Duenna, R. B. Sheridan—The Miser, H. Fielding;

Wednesday, 18. Folly, as it Flies, Reynolds—Oscar and Maivina, Byrne.

Thursday, 19. Macbeth, Shakspere.—The Wags of Windsor, G. Colman.

We are obliged to confine our Remarks this week to a Review of

FOLLY AS IT FLIES.

A New Comedy, by J. REYNOLDS, Performed, for the First Time, at Covent-Garden Theatre, Thursday, October 29, 1801.

DRAMATIS PERSONÆ.

Sir Herbert Melmoth,	—	MR. MURRAY.
Leonard Melmoth,	—	MR. H. JOHNSTON.
Tom Tick,	—	MR. LEWIS.
Peter Post-Obit,	—	MR. MUNDEN.
Shenkin,	—	MR. KNIGHT.
Dr. Infallible,	—	MR. SIMMONS.
Malcour,	—	MR. WHITFIELD.
Curfitor	—	MR. WADDY.
Lady Melmoth,	—	MISS MURRAY.
Georgiana,	—	MRS. GIBBS.

SCENE. LONDON.

The following is a concise sketch of the Fable. By the extravagance of his second wife, *Lady Melmoth*, who had

had formerly been his ward, *Sir Herbert* is involved in such a complicated system of embarrassments, that the only resource left him, is to dispose of his family estate, by cutting off the entail. This cannot be done without the concurrence of his son *Leonard*, the issue of his first marriage, who has been brought up to the sea-service. *Leonard*, a gallant and affectionate son, with all the frankness and disinterestedness, which distinguish the naval character, no sooner hears of his father's embarrassments, than he determines to make the sacrifice required of him. But encountering *Georgiana*, to whom he is strongly attached, that lady represents to him the danger of compliance in such glowing terms, that *Leonard* is dissuaded from his desperate design, and in a subsequent interview with his father, refuses to consent to a measure, which presents the prospect of certain, and inevitable ruin. Incensed at this refusal, *Sir Herbert* loads his son with reproaches, and orders him to quit his presence for ever. *Leonard* retires in a state of distraction, his heart struggling between filial duty, and his connection of right.

The dreadful alternative, which *Leonard* foresaw, now arrives. *Sir Herbert's* creditors put an execution into the house, and seize on the whole of his property. This scene of aggravated distress, awakens *Lady Melmoth* to a sense of her past folly. Deserted by all her fashionable friends, she is left to reflect on her imprudence and extravagance. Though carried away by the tide of dissipation, she still appears to have a good heart: she is thoughtless, but not vicious; giddy, but not abandoned. Whilst she is meditating on her errors, and anticipating the possible consequences, the report of a pistol is heard in the court of the house—*Lady Melmoth* immediately concludes, that her husband has been driven by desperation to put a period to his existence, and under this impression gives herself up to remorse, when *Sir Herbert*

Herbert rushes violently into the room, and accuses himself of the murder of his own son *Leonard*, who, in the struggle to wrest the pistol out of his father's hand, receives the charge himself. *Leonard* is tended in the house of *Malcour*, *Lady Melmoth*'s first lover, whither that lady repairs. *Malcour*, thinking a favourable opportunity now presents of urging his dishonourable suit, endeavours to circumvent her virtue, but *Lady Melmoth* treats him with becoming disdain. *Sir Herbert* having previously gained access to his son, who it appears is only slightly wounded in the arm, is conjointly with *Leonard* witness to *Malcour*'s perfidy. They burst from their concealment, overwhelm *Malcour* with merited reproaches, and indignantly quit his house.

Such are the graver features of the New Comedy. The humorous and sprightly scenes result from the pleasantries of *Tom Tick*, a good-natured fellow, that is always running into debt, but at all times ready to do a generous action. *Dr. Infallible*, is a pointed ridicule of a notorious quack in this Metropolis. Her hopes to gain the hand of *Georgiana*, by accommodating *Sir Herbert* with pecuniary loans—but is entrapped by his own cunning, and obliged to resign his pretensions in favour of *Leonard*. *Peter Post-Obit* is a staunch legacy-hunter. He is introduced to *Tom Tick*, as to a sickly gentleman of great fortune, who has quarrelled with his relations, and is resolved to make his will in favour of strangers. *Tom Tick* practices upon his avarice and credulity, and thus persuades him to resign his power over *Georgiana*, as her guardian, to himself, in compensation for being made heir and legatee to *Mr. Tick*. This new authority *Tick* avails himself of, by giving *Georgiana* to her lover *Leonard*.

(To be continued.)